

RECORD

03-29-2001



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

CVN-008 and CVN-008 CON

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To the Honorable Commission of Patents and T.

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Edwards Lifesciences LLC
3.12.01
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: CardioVention, Inc.
Internal Address: _____

Street Address: 3045 Stender Way
City: Santa Clara State: CA ZIP: 95054
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____
Execution Date: 12/06/2000

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) B. Patent No.(s)
5,746,575
5,863,169
Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nicola A. Pisano
Internal Address _____

Street Address: Fish & Neave
1251 Avenue of the Americas
City: New York State: NY ZIP: 10020

6. Total number of applications and patents involved: 2
7. Total fee (37 CFR 3.41).....\$ 80.00
☐ Enclosed
☒ Authorized to be charged to deposit account
8. Deposit account number:
06-1075
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nicola A. Pisano
Name of Person Signing

Signature

March 8, 2001
Date

Reg. No. 34,408

Total number of pages including cover sheet, attachments, and document:

3

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PATENT
REEL: 011601 FRAME: 0962

ASSIGNMENT

WHEREAS, Edwards Lifesciences LLC, a Delaware corporation, having a principal place of business at One Edwards Way, Irvine, CA 92614 ("Assignor"), is the owner of the entire right, title and interest in the inventions and improvements related to a CENTRIFUGAL BLOOD PUMP as described and claimed in U.S. Patents No. 5,746,575 and 5,863,169.

WHEREAS, CardioVention, Inc., a Delaware corporation, having a principle place of business at, 3045 Stender Way, Santa Clara, California 95054 ("Assignee"), is desirous of obtaining the entire right, title, and interest in, to and under the aforesaid patents.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has transferred, assigned, and set over and by these presents does hereby transfer, assign, and set over to Assignee, for its own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns, all of the following:

- (a) the entire right, title and interest in the aforesaid patent applications and Letters Patents, the inventions and improvements described therein, any divisionals, continuations and continuations-in-part thereof, any patent applications claiming priority therefrom, any patents that may be granted thereon, any rights of priority, and any reissues, reexaminations and extensions thereof;
- (b) the entire right, title, and interest in said inventions or improvements for any and all foreign countries, including any foreign patent applications and patents claiming priority therefrom, any continuations, divisionals, and continuations-in-part thereof, any patent applications claiming priority therefrom, any patents which may be granted thereon, any reissues, reexaminations, extensions thereof, and any rights of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries; and
- (c) the entire right, title, and interest in all claims for damages and all remedies arising out of any past, present, and future infringement or violation of any of said Letters Patents, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection, to issue the same to CARDIOVENTION, INC. in accordance with the terms of this instrument.

Assignor warrants that it is the true and lawful owner of the entire right, title and interest herein assigned to Assignee and that it has the right to make this assignment; and further warrants that there are no outstanding prior assignments in the interest herein assigned.

For said consideration, Assignor hereby agrees, upon the request and at the expense of said Assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and continuation-in-part applications for said inventions or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any applications for the reissue, reexamination or extension of any of said Letters Patents that Assignee, its successors, legal representatives and assigns may deem necessary or expedient. Assignor further agrees upon the request of Assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patents therefor, including the prosecution

thereof, and to execute any and all documents necessary to vest title in said foreign applications and patents in said Assignee.

For said consideration, Assignor further agrees, upon the request of said Assignee, its successors, legal representatives and assigns, in the event of any said applications or any continuations, divisionals, continuations-in-part thereof, or Letters Patents issued thereon, or any reexamination or reissue or any applications for the reissue or reexamination thereof become involved in an interference, to cooperate to the best of its ability with Assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. Assignor further agrees to perform, upon such request, any and all affirmative acts to obtain Letters Patents, and vest all rights therein in Assignee, its successors, legal representatives and assigns whereby said Letters Patents will be held and enjoyed by Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and transfer had not been made.

IN WITNESS WHEREOF, a duly authorized officer of Assignor has executed this Agreement this 6th day of December, 2000.

Signature: Jay P. Wertheim Date: 6th/Dec 2000 State of California, County of Orange
 Jay P. Wertheim
 Vice President and
 Associate General Counsel
 Edwards Lifesciences LLC

On 12/6/2000 before me, personally appeared Jay P. Wertheim, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Kathleen A. Brown
 Kathleen A. Brown
 Notary Public